



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-027486-25

In the matter of: 402, 45 OAKMOUNT RD
TORONTO ON M6P2M4

Between: Nicole Stockdale Tenant

And

High Park Property Management- Beaux Properties Landlord

Nicole Stockdale (the 'Tenant') applied for an order determining that High Park Property Management- Beaux Properties (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on April 8, 2026.

Only the Tenant attended the hearing.

As of 11:10am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Reasons:

Facts

1. The Tenant's testimony was uncontested, and I accept it as true.
2. In 2024, the Landlord gave the Tenant a notice that it intended to repair the building's balconies. The balconies would not be usable during the repairs. The notice stated that the repairs would take "several months." The Landlord did not give any subsequent notices with a more precise timeline.
3. The Tenant's unit has two balconies. One of them was unusable from May through November, 2024, and the other was unusable from July through December, 2024. During that time, the Tenant had no outdoor space. She also had less usable indoor space, because she had to use her unit to store belongings she would normally store on her balconies.

4. The construction also resulted in loud noise daily from 8am to 7pm, and sometimes later. A large amount of dust also entered the unit even though the repairs were done outside – the Tenant believes that the Landlord did not adequately seal the windows.
5. The Tenant's monthly rent was \$2,125.00. She seeks a 25% rent abatement for the nine months during which her balconies were being repaired.

Analysis

6. Before determining whether the repairs substantially interfered with the Tenant's reasonable enjoyment within the meaning of the *Residential Tenancies Act, 2006* (RTA), and whether an abatement should be awarded, I must first consider whether the test set out in section 8 of O. Reg. 516/06 has been met.
7. Section 8(4) provides that I cannot order a rent abatement unless at least one of 10 conditions set out in the subsection have been satisfied. The conditions require, *inter alia*, that the Landlord give notice before the commencement of the work; that the notice describe the length of time the work is expected to take, and that the notice be reasonably accurate and comprehensive in the circumstances. If there is a significant change to the information in the notice, the Landlord must provide an update to the notice in a timely manner.
8. In this case, the notice the Landlord gave did not comply with section 8(4). Notice that the balcony repairs would take "several months" was not reasonably accurate and comprehensive in the circumstances. "Several" means two or more, with no upper limit. The Landlord should have given a more specific estimate of the time required.
9. Section 8(3)(b) provides that I cannot determine that the interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances. On the evidence before me, I am satisfied that it was unreasonable for the Landlord to carry out the balcony repairs without having first given the Tenant a reasonable estimate of how long they would take.
10. Since the test in section 8 has been met, the Tenant is entitled to be compensated for substantial interference with her reasonable enjoyment caused by the balcony repairs.
11. Balcony repairs are well known to be very disruptive, and I have no difficulty believing the Tenant's testimony that the impact on her was significant. I find the requested 25% rent abatement to be appropriate compensation for the impact of the repairs.
12. The Tenant is also entitled to her filing fee of \$48.00 for this application. An order will issue accordingly.

It is ordered that:

1. The Landlord shall pay the Tenant \$4,829.25, which represents a rent abatement from May through December, 2024 and the filing fee for this application.

2. If the Landlord does not pay the Tenant the full amount owing by April 26, 2026, the Landlord will owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026

Date Issued

Dale Whitmore

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.